EXHIBIT "D"

From: Sent: Deweydog@aol.com 05 December 2003 17:54

To:

Subject:

jmc@smmi.co.uk Matt Ruso F/V Mary and Josephine ACV5V EXHIBIT NO 2 9/3/3 J.M. SHIELDS

Janet

I have just finished going over the claim involving Matt Ruso and realized that he is covered as a crew member. His father Sal is listed as 100% ownership with Matt being the capt. Matt is listed as part owner on their other 2 vessels F/V Josephine and F/V Damiscotta. They are covered for 3/4 men on the Mary and Josephine.

Matt is currently being cared for at Beth Israel hospital in Boston Mass. I just spoke with him on the phone and he was in good spirits. He indicated that he was not going to put in a claim except his personal health insurance does not cover work related injuries. He said the he has no intention of suing and would like to make this situation as amicable as possible. He stated his injuries were as follows: fractured leg, fractured arm, torn ligaments in Knee, broken nose, and broken face bone. I informed Neil and he is going to call Matt and arrange to see him when Matt is able.

A brief synopsis of the accident: They were installing new outriggers at the dock and Matt was atop out rigger measuring the stays when the cleat holding the outrigger let go and crashed down with Matt on top of it, he fell in the water and swam 25 feet to the dock. If all goes well hopefully we can keep this claim with in reason given the nature of the injuries.

Regards

Bob McVey

P.S. I used this e-mail address because the Pt. Judith office does not work with the office E-mail. If there is any correspondence please send to office e-mail and cc this address

Have great holiday season

This message has been checked for all known viruses by Star Internet.

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From: Craig McBurnie [cam@smmi.co.uk]

Sent: 08 December 2003 10:33

To: Bob McVev

Cc: Jmc (jmc@smmi.co.uk); lynn houde@omiainc.com

Subject: Mary & Josephine

Bob.

I have been following the recent Matt Russo incident closely with Janet here and firstly I'm pleased to hear Matt is recuperating in hospital. We are trying to tie up some loose ends as this has a bearing on the handling of this claim.

Although Sal Russo, is declared as 100% owner of "Mary & Josephine Inc" on the August 2001 application form, there are references in file correspondence to Matt Russo as "owner and captain" from the likes of Marine Safety Consultants. As a result can we have confirmation that Matt has zero stock/financial involvement in the vessel?

In addition, cover at present is restricted to Port Risks only following your fax of October 3rd. Last year we did the same (as per Lynn's of 17th Sep 02) and deleted crew P&I coverage entirely until fishing recommenced. It looks we are providing Vessel P&I coverage only at present and I would say this means the crew were not covered at the time of the incident.

Janet and I await your response in due course

Regards

Craig McBurnie
Underwriter
Sunderland Marine

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Port Risks. credit:

When fishing started pro
8/12/03.

000382

OCEAN MARINE INSURANCE AGENCY, INC.

DATE:	October 3, 2003	PER OUR CONVERSATION	Mariana na pananana na kataban na kataban
TO:	Tracy Tate @ SM	PLEASE ADVISE	
FROM	Lynn Houde	FOR YOUR INFORMATION	
SUBJECT:	Mary & Josephine Corp. F/V Mary & Josephine	PER YOUR REQUEST	
# OF PAGI	ES INCLUDING THIS COVERAGE SHEET	02 / FOR YOUR ACTION	

IF ALL PAGES ARE NOT RECEIVED, PLEASE ADVISE AS SOON AS POSSIBLE. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT ME.

Dear Tracy:

Insured just called to let us know the vessel has not been fishing since May 1, 2003. He forgot to call us earlier. The account did renew on 08/13/03.

The 15% Port Risk credit allowed is \$3,640. Can we give another credit of \$1,140 towards the expiring policy? We already gave \$2,500.

Following are my calculations for your review and approval.

Also, please mark your records the F/V Mary & Josephine is not fishing as of the renewal date of 08/13/03. He will return fishing in November, 2003. Will advise the date the vessel returns fishing.

Regards,

Lynn



Mary & Josephine Corp.

F/V Mary & Josephine

DMM0000003-00

American Institute PORT RISK ENDORSEMENT (January 18, 1970) 57A-5

The clauses set forth below shall prevail over any Policy provisions inconsistent therewith.

This insurance is subject to the following warranties:

- (1) The Vessel shall be laid-up in the port of <u>Gloucester</u>, MA with liberty to shift (in tow or otherwise) between approved lay-up sites within the port or to proceed to cargo or fitting out berths within said port prior to commencing or proceeding on a voyage;
- (2) The Vessel shall not be used as a storage ship or for lightering purposes;
- (3) The Vessel shall undergo no repairs or alterations. In case of any breach of this warranty (3) the Vessel shall be held covered, provided (a) notice is given to the Underwriters immediately following receipt of knowledge thereof by the Assured, and (b) any amended terms of cover and any additional premium required by the Underwriters are agreed to by the Assured.

If the Vessel commences, or proceeds on, a voyage during the term of this insurance, this Policy shall thereupon terminate as soon as the Vessel leaves her moorings to depart from the above named port.

It is a further condition of this Insurance that the manner and place of lay-up of the Vessel shall continuously be subject to the approval of the Underwriters, and if the Assured shall decline or fail to carry out any recommendation made by them, from time to time, this Policy may be cancelled by notice in the manner provided for in this Policy relating to cancellation for non-payment of premium.



NAME OF ASSURED	Mary & Josephine Corp.	E/V.Mary.&.Josephine
TYPE	Marine Insurance	,

It is hereby understood and agreed in consideration of a return premium of \$6,925 that the following changes are effective December 9, 2002 to August 13, 2003:

- -This policy is hereby amended from Operational to Port Risk.
- -Adding: American Institute Port Risk Endorsement (01/18/70)
- -The Crew Complement is amended to: "Crew of 1 excluding Owner(s)"
- -The Navigation Limit is amended to:
 - "PORT RISK ONLY. WARRANTED NO FISHING."

ENDORSEMENT Section I & II
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF POLICY No. DMM0000003-00
EFFECTIVE DATE OF THIS ENDORSEMENT:

December 9 20.02

"mtt

Filed,02/98/2006 Page 7,0f,31

08/13/04

12:01 A.M. Standard Time at the Address of the insured assigned her

550 Elm Street Manchester, NH 03101-2524 (800) 542-9200

Transaction

RENEWAL				
Named Assured and Mailing Address	Producer			
Warv & Josephine Corp. 178 Western Avenue Glaucester, MA 01930	Producer Code: 20018-01 Ocean Marine Insurance Agency 334 Knight Street, Unit 134 Warwick, RI 02886 Telephone: (401) 732-5300			
Vessel: FrV Mary & Josephine				

COMMERCIAL FISHING VESSEL POLICY DECLARATIONS

in return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the select. This policy consists of the following coverage for which a premium is indicated. This premium may be subject to adjustment.

\$400,000 Rate: 3.7188% Ded: \$5,000 \$250,000 Ded: \$1,500/5,000	**************************************	\$	
\$250,000 Ded: \$1,500/5,000			14,875
		\$	9,625
\$99,489	10000	\$	Included
\$400,000 CSL	/// (18)	\$	200
\$250,000 CSL	EXHIBIT NO/	\$	240
25%	9/13/05 J.M. SHIELDS	\$	-3,718
OCEAN MARINE INS: AGENCY, INC: Building #1, 3rd Floor 334 Knight Street, Warwick, RI 02886-1250 Phone (401) 732-5300 Fax (401) 732-5310 www.omiainc.com	Policy Premium	\$ \$	21,222
J	\$400,000 CSL \$250,000 CSL 25% OCEAN MARINE INS: AGENCY, INC: Building #1, 3rd Floor 334 Knight Street, Warwick, RI 02886-1250 Phone (401) 732-5300 Fax (401) 732-5310 www.omiainc.com	\$400,000 CSL \$250,000 CSL 25% OCEAN MARINE INS. AGENCY, INC. Building #1, 3rd Floor 334 Knight Street, Warwick, RI 02886-1250 Phone (401) 732-5300 Fax (401) 732-5310 www.omiainc.com Policy Premium Policy Premium Policy Premium	\$400,000 CSL \$250,000 CSL \$25% OCEAN MARINE INS: AGENCY, INC: Building #1, 3rd Floor 334 Knight Street, Warwick, RI 02886-1250 Phone (401) 732-5300 Fax (401) 732-5310 www.omiainc.com Policy Premium \$ \$ Policy Premium \$ \$ A

Special Conditions	A.I. Hull War Risk	Named Insured	Pollution Exclusion	Endorsement
Taylor SP-39C	(12/01/77)	Endorsement	Exclusion of Certified	Acts of Terrorism
A.I.S.I.M.(07/01/63) F.P.A. Machinery	A.I.M.U P&I Clauses (06/02/83)	Occupational Disease Exclusion	NAS-TERR-009	(11/02) LIST BE
Endorsement Less of Earnings Endorsement	A.H.I.S. War Risk P&I (01/18/70)	CL356A CL365	CODEWELL IS TO FOR DECEM- THIS AND SEED	A COMPANY OF THE STATE OF THE S

Loss Payee: See Taylor Form SP-39C Lines 7-9

THE DESCRIPTIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD, um of Maker Statut

Issued Date: 08/12/03

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NORTH AMERICAN SPECIALTY INSURANCE COMPANY

NEWSYN 603 - 99 (37)

COVERAGES

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The consideration of the premium above stated, I show (for DMIsh to 600 lbs.)

1 North American Specialty Inc. Co.

To and to Mark to Desepting Corp.

Was a likkriss is 279 Western Avenue Gloncester, MA (1199)

at the vent for the term of Yoon - August 13, 2003 - 10 - August 13, 2004 at the place of mannee, for the amount at move above. Tubject to the terms and the conditions as attached hereto



HE ELECTROPISEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

POLICY CHANGES

			Policy Change Number - 124	
	FOLED FOR MASER	POLICY CHANGES EFFECTIVE	COMPANY	
	F9-204, 000 Williams	98/13/03 -	North American Specialty Ins. Co.	
:	EMILIED RASURED		AUTHORIZED REPRESENTATIVE	
	Dan ji Didar ephine Corp.	FA/TAury & Josephine	Ocean Marine Insurance Agency, Inc.	
	C GVERAGE PARTO AFFE	CTED	1	
	Section ES II			:

CHANGES

The corporate named Assured and word Assured where used in this policy modules not only individuals endorsed thereon by name but also any Partner. Executive Officer, Director or Stockholder of such Assured as is now or may hereafter be considered.

Authorized Representative Signature

FAY MARY & JOSEPHINE

and Country of exercising conflicting conditions found in any of the attached policies, clauses or endorsements.

1. 19 (1777) (1778) Multiplifies shall not respond for any claim for loss, or damage to or expenses in connection (47) regard, wineher, mosts and boom, rigging and their appartenances) occurring the control of the co and a substitutible field such loss, diamize or expense was caused soler by fire, lightening or explosion, or caused by How his transmitted that the peril insured against or in collision with any object other than the water.

Johnson aditions for Commercial Fishing

1 1 - 1 Feb. 27 (13). This imparate shall not cover charges, damages of loss in consequence of seizure, or detention. For this would be found that the promisted trade nor for entering nor for the consequence of entering prohibited fishing the control of the standards of any port regulation not for any claims for wages, or provisions farmished to officers, or term in the the property insured hereinder may be detained as a result of any violation, seizure, detention or loss or and ser or during any subsequent salvage and/or repairs.

11. (CERCIA TOPE). This insurance is warranted free from all claims of whatever nature in connection with cargo.

3.7 Mod MOD BHY It as understood and agreed that should any part of the vessel, her apparel, furniture. Entures, trapartition in the period in reparated and laid up on shore during the period of this policy, including fishing that that the land up on those during the period of this policy, including fishing gear and tackle laid up on shore using such time only as the vessel herself is haid up and out of commission, then this policy shall cover the same in the first of three only for an amount not to exceed the proportion of 15% of the insured value of the vessel.

THE DEVELOPED AMENDMENT: It is hereby understood and agreed Line 11 of the Taylor Form 1953(Nev. 70) is which that has following change substituted in lien thereof;

- . Hall, we'rie, apparel, equipment, stores on board, furniture, fixtures, fishing gear and tackle while on board and Loats encluding fishing gear and tackle therein while on board or attached to the davits of the fishing venieli. "
- 15. (1) detailmediate virefragerating machinery and insulation, winches, motor generators and other electrical assessment, and everything connected therewith."
- mine a windle ties, and steering gene shall be deemed to be part of the Hull and not the Machinery."

1911 - CLTMO - The assumed shall within forty-eight hours after arrival in port, report any loss or damage and shall area prints to make there ally telegraph and mail to the Broker of Record, Occan Marine Insurance Agency Inc. 334 Knight St., Warwall: Ki. Loss and it, no event will any claim be admitted by this company unless such notice in writing has been promised within some days from the occurrence of same.

TABLES CONTRACTOR. The assured shall render every assistance to facilitate investigation or adjustment of claims or the effecting of rettlements and to co-operate fully in the securing of evidence, the attendance of witnesses and the chesting of information in defending such claims, including the prosecuting of appeals, it being understood that false to commit falls with the provisions of this paragraph shall render the policy null and void and that, in the synthese father blogation of any character shall rest upon the company.

14 CM DOWN CREW The company agrees to accept this insurance on the basis of the premium being calculated on the to final countent of crew declared at the inception of the risk, with additional crew held covered. Any additional in will over the mirrori complement of crew declared at the inception of the risk will be held, covered for an additional premaring it is the Adsurea's responsibility to promptly notify the company of any such additional crew on board the

With MARIE Matwathsunding the Free of Capture, seizure, etc., warranty contained herein it is agreed that the Assured 1947 rected and malentariled as dispowner in respect of liabilities and expenses which he shall have become liable to that in a shall have in fact paid in respect of the vessel named herein for the following:

Loss of damage consecting or indirectly due to contact with any mine, torpedo, bomb or other munitions or engines same at left of paramany war or during hostilities, war-like operations, civil war, revolution, rebellion, as the sets as of early trafe arising therefrom, prior to inception of risks hereunder.

15 13 EAA (1941). This constraince may be canceled at any time by the Underwriters upon twenty (20) days written notice. The and the state of the analysis of the Asserted's last address known to them. If notice is mailed, proof of mailing will be 11. The Fig. 12. And make may be conceled by the Assured upon twenty (20) days written notice to the Underwriters, and the second flow Undergraphy a pro-rotal return of premium will be issued. If canceled by the Assured, the result of the later and appearance will be issued. This cancellation provision in no way affects any wording of the and the insurance of the insurance community of the insurance.

11 His American Specialty List Co.

SP - 39C

(i) It is a manager to a product was term and conditions become for mentioned, this company

279 Western Avenue, Gloucester, MA 01930

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Figure Vessel - Documentation #603558 - called: F/V MARY & JOSEPHINE

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	3,7188	5	14,875	5	400,000	

assistant the acceptance and perils which this company is contented to bear and take upon itself, they are of the our stream and the heating, earthquake, assailing thieves, jettison, barratry of the master and mariners and all and a stream of the resel named herein.

and an abused to exover those of or damage to the vessel named herein caused by explosion on shipboard or - 1

this is in nice also covers has of or damage to the vessel named herein directly caused by:

and that are a strong, discharging or handling cargo, or in bunkering;

and how an elementary or while on drydocka, graving docks, ways, marme railways, gridirons or

and leavest in the generators of other electrical machinery and electrical connections thereto, bursting of to the control shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of that send in repairing the defective partic

and the result of or accidents to nuclear installations or reactors not on board the vessel named herein; and all water after rockets or similar missiles, or with any land conveyance,

The purpose of charterers and/or repairers, provided such charterers and/or repairers are not Assured(s) Fermanier,

Trable and of master, mariners, engineers or pilots;

that it into less or damage has not resulted from want of due tilligence by the Assured, the owners or managers a the viscous or new of them.

the managed and vage and special charges payable as provided in the contract of affreightment, or fail-Line is a provenious or there be no contract of affreightment, payable in accordance with the laws and usages and the filles Verb. Provided always that when an adjustment according to the laws and usages of the and the limition reproperly demanded by the owners of the cargo, general average shall be paid in accordance.

15.3 In Confice agreed that of the vessel named herein and/or her tow, if any, shall come into collision with any summal progressive that than her tow, if any, and the assured in consequence of the vessel named herein being at 1. a. illocating in the to pay and shall pay by way of damages to any other person or persons any sum or sums in respect and each contributed company will pay its proportion of such sum or sums so paid as the amount insured of hereunder bears in the agree by illustrom of the vessel named herein, provided always that this Company's liability in respect of any one such the operation exceed the amount insured hereunder. And in cases where the liability of the vessel named herein has seems, the states proceedings have been taken to limit Imbility, with the consent in writing of this Company, this and a could also prove like proportion of the costs which the assured shall thereby incur, or be compelled to pay; but when the defence to blame, then, unless the liability of the owners of one or both such vessels becomes limited by law, claims the contract of the characteristic characteristics and the principle of cross-liabilities as if the owners of each vessel the other of the factor in the owners of the other of such vessels such one-half or other proportion of the latter's the distance of sum payable by or to the assured in consequence The pederliabways that this chause shall in no case extend to any sum which the assured may directly, in the first service mean or become liable to pay or shall pay for, removal, destruction or abatement of, or any the first services to remove, destroy or abate obstructions or wrecks and/or their eargoes or any hazard than the ordinal less of, or damage to, or expense, including demurrage and/or loss of use thereof, in connection with the results of defect, property or thing of whatever nature (excepting other vessels and property thereon); loss of The control of the control of the provided also that in the event of any claim under this clause made by a control of the vessel named herein or of her tow, or for loss of life of, or the control of the period of the provided also that in the event of any claim under this clause made by a provided the vessel named herein, he shall not be entitled to recover in respect of any liability to the control of the vessel named herein, he shall not be entitled to recover in respect of any liability to the control of the vessel named hor be subject, nor to a greater extent than the owners would be entitled in the control of the vessel of the vessel

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Less shall be leaving and necessary for the assured on factors, servants and assigns, to an at the defense, along and recovery of the vertical factors, servants and assigns, to a named herein, or any part thereof, and a final many mee, to the charges whereof this Company will contribute as heremather provided. It is The remark or this Company, or their agents, in recovering, saving and preserving the property the facilities the considered a waiver or an acceptance of an abandonment, nor as affirming of the action of the benefit of all concerned, and the truly of either purp

the leading of the which may result in a claim under this policy the assured shall the most as the Cherent and reasonable opportunity to be represented on a survey of the contage. in the research which two surveyors shall proceed to draw specifications as to the extent of the second of the second second at make the damage good. If the two surveyors agree, such specifications shall be the control of the representation and the assured, subject nevertheless to policy terms and conditions and the question 1. It is that discover and resulting loss or damage are covered by this policy. In the event the two surveythe object that has a reject an umpire, and in the event they cannot agree upon an umpire, either party and amanapped to the Prateri States District Court for the district in which the home port of the vessel moned 12.50. Deare I for the appearament of an ampire, pursuant to the United States Arbitration Act. The decision of the agree requestional shall have the same force and effect as the specifications aforesaid. When specifications have 19 (ii) a near in eather of the modes aforesaid, if the Company shall be dissatisfied with the terms which the assured than for the ranger of the damage as specified by said surrey, then this Company may require the surveyors or the to the transit the specifications prepared as aforesaid to such shippard, repair men, boat builders and shipwrights, the state of the such authorises for the umpire, with a request for bids for such repairs. If after reception and the latest the assured shall elect to accept some other bid than that of the lowest bidder, this Company to a mable only for its proportion of so much of the sum actually expended to effect repairs specified the second of the its account as does not exceed said lowest bid. In no event however shall this Company 1 1 1 1 1 an amount on excess of its proportion of the amount actually expended by the assured in effecting such

With respect to play acid loss or damage to the vessel named herein this Company shall be liable only for the reportion of their hast or damage as the amount insured hereunder bears to the agreed valuation.

in the event of expenditure under the sue and labor clause, this Company will pay the proportion of such expenses that the amount assured hereunder bears to the agreed valuation of the vessel named herein, or that the amount as ored becomiler, less loss and/or damage payable under this policy, bears to the actual value of the salved vessel, on it man promettion shall be less.

When the contribution value of this vessel named herein is greater than the agreed valuation stated herein the liability with the angular the entered average contribution (except in respect of amount made good to the vessel) or salvage shall the contract properties of the total contribution due from the vessel that the amount insured bereunder bears to the the mass wither and if because of damage for which this Company is liable as particular average the value of the vessel and the controller are the purpose of contribution, the amount of the particular average claim under this policy shall be had let all the many amount analyed hereunder and this Company shall be liable only for the proportion which such net promisens to the contributory value.

1500 Mer and \$5000 shall be deducted from the total amount of any or all claims (including claims for 11 the most lation, as therein imbility, general average and salvage charges) resulting from any one accident. This deduction does The purpose of this clause each accident shall be treated the purpose of this clause each accident shall be treated the grantacide bather a sequence of damages arising from the same accident shall be treated as due to

In case of lass, such loss to be paid in thirty days after satisfactory proof of loss and interest shall have been made Free and presented to this Company, (the amount of any indebtedness due this company from the assured of any other party (i) To interested by this policy being first deducted);

Typen making payment under this policy the Company shall be vested with all of the assured's rights of recovery 1997 as that any person, corporation, vessel or interest and the assured shall execute and deliver instruments and papers and 1. Figure with tever either is necessary to secure such rights.

case in general, contract or act, past or future, expressed or implied, by the assured whereby any right of recovery a the last medical mannst any vessel, person or corporation is released, decreased, transferred or lost which would, on parament of claim by this Company, belong to this Company but for such agreement, contract or act shall render this place mill and word as to the amount of any such claim, but only to the extent and to the amount that said agreement, 117 a much princt receives, decreases, transfers, or causes the loss of any right of recovery of this Company but the

116. Companies rights to retain or recover the full premium shall not be affected.

This Company shall have the option of naming the attorneys who shall represent the assured in the prosecution or such the of any inighted or negotiations between the assured and the third parties concerning any claim, loss or interest a near flow this policy, and this company shall have the direction of such litigation or negotiations. If the assured shall fail a surface to certically claim as authorized by the Company, the liability of the Company to the assured shall be limited to 1. Should be a mean efficient could have been made.

the recovery of any claim for physical loss of or The last of the last of the least the remarkable in any court of law or equity unless the same be commenced The state of the physical loss of the calender date of the happening of the physical loss or damage out of which the laws of the State within which this policy is issued such limitation is and the formulation and shall be void inless such action, suit or proceeding be commenced within the shortest limit of committee, as the covered such Mate, to be fixed herein.

Case 1:04-cv-10374-WGY Document 27-5 Filed 02/08/2006 Page 14 of 31

The first of the control of the property and such and falser expenses have been reasonably incurred in excession of the first of the proportion of such expenses to the proportion of such expenses to the proportion of the sound value of the property of the sound value of the sound value of the property of the sound value.

100 to 1 (200 to 10 to 1

- 1700 940 167 as in tractive total local shall be find hereunder unless the expense of recovering and repairing the 1700 as a second shall exceed the careed valuation.
- To a continuous Whether the vessel named herein is a constructive total loss the agreed valuation shall be taken the constructive total loss the agreed valuation shall be taken into account.
- 1997 In the result. Elected or constructive total loss, no claim is to be made by this Company for freight, whether notice of 1997 and 1997 ever given or not
- The dividence that the navigation limits provided herein shall void this policy; but on the return of the vessel in a self-condition, within the limits herein provided, this policy shall related and continue in full force and effect, but the result the framework of this policy.
- That will the manuel that there shall be no other insurance covering physical loss or damage to \$15.00 at 15.00 at 25 through 33 hereof but pennission is granted to carry \$10.00 at 35 at 25 through 33 hereof but pennission is granted to carry \$10.00 at 35 at 25 at 25 through 35 through 35.00 at 25 at 25 through 55 through 35.00 at 25 at 25 through 55 through 35.00 at 25 at 25 at 25 through 55 through 55.00 at 25 at 2
 - Has most once shall be void in case this policy or vessel named herein, shall be sold, assigned, transferred or product of the vessel, without the previous consent in writing of this company.
 - Drown is standing anything to the contrary contained in this policy, this insurance is warranted free from any claim to the consequence of any attempt thereat, or any taking of the vessel, by requisition or otherwise, whether in time of these or war and whether lawfull or otherwise; also from all consequences of hostilities or warlike operations (whether fixed in a declaration of war or not), but the foregoing shall not exclude collision or contact with aircraft, rockets or and at the contrary with any fixed or floating objects (other than a name or torpedo), stranding, heavy weather, fire or a standard tractly tand independently of the nature of the voyage or service which the vessel concerned or, in the same of collision, now other vessel involved therein, is performing) by a hostile act by or against a belligerent power, as the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in assection with a power, also warranted free whether in time of peace or war, from all loss, damage or expense caused the twar employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or united.
 - in their contents three from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising tantelnames remarks
 - If you tail one her ofter maired by endorsement on the policy, such endorsement shall supersede the conservation to the extent that their terms are inconsistent and only while such war risk endorsement remains in their
- A start free of Four relatinge in consequence of strikes, lockouts, political or labor disturbances, civil many or is upper or malicious acts.
- The standard provided stated this policy by giving ten day's notice in writing; if at the option of this Company pro rata to the respect of the assured short rates, will be charges-and-arrival.

SAVIGATION LIMITS - SPECIAL CONDITIONS - ENDORSEMENTS, ETC.

Maxigation finit understood to be confined to the Atlantic Ocean, including its tributary waters, not east of 60 degrees West Longitude nor north of 44 degrees North Latitude, nor south of 35 degrees North Eatlands, however, permitted to trade other waters solely to procure bait and surplies.

18 per attached Special Conditions, Clauses and Endorsements.

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Tare printed: August 12, 2003

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See See See See Sept 32 (12) 202 (a) 1984 Manuscript of the North American Specialty Ins. Co.

P.O. BOY 720 P.O. BOY 720 VIODLIBORO, MA 02346

📑 🖖 (1994) In the Control there elses, for the interest described below, said Monyagee being herein returned to as "the Acoustic"

Section 1996 Annual DeMontragge of the vested F.V. MARY as describing:

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on a 15th mages 5.1 cm; the impaid principal amount of a valid mortgage held by the Assired on the Vessei, reducing providing to the 25th 15th of the control of the interesting model of the Policy and manes arterest earned and impaid to indeed the control of th

 $\frac{3.9 \times 10.9 \times h.c.}{4} = \frac{1.90 \times h.c.}{1.90 \times h.c.} \left[\frac{\text{August}}{\text{August}} \right] = \frac{2005}{2004} = \frac{3.85 \text{cm}}{1.865 \text{cm}} \text{Standard fine}$

(1) A restrict the design is the consideration of this insurance. Some agreed and the first terms of the results of the per amount of the sum initially at rick hereunder.

The control of the first property of premium) may be cancelled by either party on 30 days notice in writing. Such notice, when the control of the defined to the Assault at the control of the defined to the Assault at the control of the first party of the control of the first party of the control of the first party as affects of the control of the first party as affects of the control of the first party as affects of the control of the first party as affects of the control of the first party as affects of the control of the first party as affects of the control of the first party as affected.

at 70 cm, it of is represent of premone 30 days after attachment, this Policy may be cancelled by these Underwriters upon 5 days at 20 cm in the arrange prior the Assared in the form provided for above. Such proportion of the premium, however, as shall have been care that it discusses a because that of the form of the form and the form provided for above. Such proportion of the remaining of the sum and the form in the form of the Underwriters of the sum and the form asserted thereunder for any liability, loss, damage of the contribution of the United States and the full annual premium shall be deemed as earned

Figure 1963 to some Commissions by the conderwriters, the insurance afforded by this Policy shall terminate in the event that there for events a more a limitary or otherwise in the ownership of the vessel or it has been placed under new management or chartered and other account of the restriction at each or that have.

as the constraint of this manner co Sint during the term of this Policy:

and the first of the control by relieves of assurance on the form and in the amount specified below

Taylor \$2-39C Hall Value \$400,000



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A second of the first transfer winder when soft the Hall Points, of a claim as enter activity of a second of the Hall Points, of a claim as enter activity of the second of the Hall Points of the Hall Points will make the Hall Points of the Williams will be will be with the Williams of the Williams will be will be with the Williams of the Williams will be will be will be with the Williams will be will be will be with the Williams of the Williams will be will be

iii is a first state on a freach of corrunty occurred without the content or privily of the Arcong p

and a second of a place of the peak post cover,

1. To a 10 the final halvey or wanch would be collectible thereunder except for the assolication underwritten.

the first of a first old was 1901 Policy by reason of any deductible or franchise architect therein; or

the second sensitive field, amongst or discharged prior to payment of a claim hereinider, or

the second of the following the following the made energy of the namer of the vested

the first of the control of the first and manifest reputations for program or otherwise, underwriters of the Hull Policy.

 $T_{\rm cons}(t) \approx 1000 \, {\rm km}^{-1}$. The formula distribution, undersconding the behaviors of independent of the state of the state

3. 3. 25 cm. (vertice) of the Buff Policy must have denied the claim for any flability, loss, damage or expense which is the survey of a cm. social, and

the content will have no Ostavi stait against such underwriters to collect such claim.

Processor (1990) Port Child (1990) Part Child If a color of our color of government of a loss under this Policy, shall, to the extent of such payment, be subrogated to all of the color of our color of the Hull Policy, the Mortgage on the Vessel and any note or bond secured thereby, and under any other in through the color of the color of the repayment of the mortgage indebtedness. On the request of these Underwriters, the color of the co

To Promote the contributed above or could give use to a claim under this Policy, the Assured shall not in any way, whether to get the contribute of a contribute of sub-regard. Any claim under this Policy shall be reduced to the contribute of a contribute of sub-regard.

the angle of the control of as a control process. Report to these Underwriters any demail of liability by the Underwriters of the policies the control of the control of the policies.

1997 (2004) 1996 (2004) following for attendance at any hull survey of a surveyor appointed by these Undersenters,

The factor of the content of the plane to be regarded as substituted for those of the policy to which it is attached, the latter Leng-Stack of the content of the latter being stack of the content of the policy.

23 of the exception of the first purposes of convenient reference only and are not to be deemed part of this Policy



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Fig. 1971 CONTROL OF THE PUBLISHED August 13, 2005.

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 $\mathcal{A}_{\mathrm{total}}$, which is the Hall Margaret

The Control of the Control of the Section of the North American Specialty Ins. Co. 11. May: & Josephine Corp.

of an induced different to the exclusions set forth herein, covers only those risks which would be covered by the an introduced successful ability) in the absence of the WAR, STRIKES AND RELATED EXCLUSIONS clause that it therein I to which are evaluated thereby and which risks shall be construed as also including:

10. Indie, bonds or torpedo not carried as eargo on board the vessel;

570-1038

And weapon of our employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Simple was revolution, rebellion, insurrection, or civil strile arising therefrom;

4. Dr. Lockwitz, political or labor disturbances, civil commotions, riots, martial law, military or usurped power,

In Madicia as a 33 or yandalism to the extent only that such risks are not covered by the attached Policy;

If example or worldie operations (whether there be a declaration of war or not) but this paragraph (6) shall not tell attent allowed or contact with aircraft, rockets or similar missiles, or with any fixed object, or strandard leave weather, the or explosion unless caused directly by a hostile act by or against a belligerent power and the matter of the matter of the voyage or service which the Vessel concerned or, in the case of a self-gradual material involved therein, is performing. As used herein, "power" includes any authority accumulation with a power.

1 14-20-238

and the defined free not cover any loss, damage or expense caused by, resulting from, or incurred as a consequence

1. This is this determines of any weapon of war described above in paragraph (2);

That each of war, whether there be a declaration of war or not) between any of the following countries: United 11 across America, United Kingdom, France, the Union of Soviet Socialist Republics or the Peoples's Republic 12 from

1 . us of demorrage.

If the purtion of preemption,

- Carte d. restraint, or detainment under customs or quarantine regulations and similar arrests, restraints or detainment on Cartering from actual or impending hostilities;

The place solution content, restraint, detainment, or confiscation by the Government of the United States or of the activities in which the Vessel is owned or registered.

JULIE CONTREED AND OTHER PROVISIONS

Has had a vered chase appearing under the heading ADVENTURE in the attached Policy is deleted and the followthe attached with latitud therefore

"Nelsective the previsions of the Automatic Termination and Cancellation Clause below, held covered in the events of any breach of conditions as to loading or discharging of cargo at sea, or towage or salvage activities of the first of the conditions to the Underwriters immediately following receipt of knowledge thereof by the condition at statement any additional premium required by the Underwriters are used to the descended."

1 at the material expressions after an additional premium at a rate to be named by the Underwriters, until midnight is a large of the day of which the Vessel enters the next port to which she proceeds and for 24 hours thereafter, but a proceed and contain affect or postpone the operation of the Automatic and Cancellation Clauses.

A straight for the design in case of capture, seizure or detention, until after condemnation of the property insured, the proved a true attached Policy with respect to constructive Total Loss shall apply only to claims arising from the definition of the versel.

and a control of the second material and a control of the Versenaus Fe.

The second of the second material and the second material and the Versenaus Fe.

The second of the second of the second material and the second of the Versenaus Fe.

3. The standard of the control in there is unless as one terminated by the provincies. The extrain A of Control terms for the standard provincies of an absolute provincies of which the outbreak of war, whether there he a declaration of war or not provincies. The standard will be sufficient American United Hamploon, France, the Union of Soviet Control of Cont

11 of the Commission of the constraint of the section of the constraint of the constraint of the Commission of the Commi

The classic standard and a term in the majore annealed at any time at the Assured's request, or by Uniterwriters against the Control of the provider of the Assured, but in no event shall such ameellation infect or perspone the control of the provider of section A. Bior C. Written or telegraphic notice sent to the Assured at largues and the control of the control of section A. Bior C. Written or telegraphic notice sent to the Assured at largues as a control of the effective date and the control of the control of

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14 Lawrer of Library for HEADEVIA countries of the attached Policy as defeted and the following substituted therefore a final countries of a countries of the manuface under the provisions of sections of countries of a countries of the vector should be sold, promining the term of premium will be payable to the Assured.

4 provide follows: Countries of the Vector has not occurred during the currency of this Policy. In no form our countries of premium."

10 A JUST OF EACH SHALL DOT DECOME EFFECTIVE IF, PRIOR TO THE INTENDED TIME OF ITS A FRACHMENT, THERE IS NOT A CONTROL OF THE INSURANCE OF THE AUTOMATICALLY TERMINATED THE INSURANCE OF DEER THE IS NOT A CONTROL OF THE AUTOMATICALLY TERMINATED THE INSURANCE OF THE INSURANCE OF THE INSURANCE ATTACHED PRIOR TO STAND OCCURRENCY.





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The second of the substituted for those of the policy form to which the substitute of the policy form to which the substitute of the property of the substitute of the substit

1990 S. Mary et 1999 inte evry 279 Western Avenue Glaucener, MA 64890

1. A Ur. The confidence The Underwriters waive all rights of subrogation against affiliated or subsidiary compation for the first enh to the extent that the liabilities of such companies are ununsured.

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the transfer of the description of the matters set forth at lines 46 through 76, below, subject to a subject

at poon o'clock Eastern Standard time and expires on

A report 13 2004 and the expiration of both the standard time. Should the vessel be at sen at the expiration of the standard stan

1. It is between the respect of all consequences of any one casualty or occurrence, including defense costs, shall not 1. It is an information of the same applicable deductible, regardless of how many separate injuries or 1. Instrument, we use of steel contains or occurrence.

If the sould redefice all from the total amount payable by the underwriters with respect to all claims, including costs to some and experience and a transfer or a training from any one casualty or occurrence:

5 000 that spect to all other chams;

- 1. The statistical and those paid premium of \$<u>As Agreed</u> for this insurance, payable as follows: in fall on inception

TATE OF EXPLICATION

If the Policy is a like the most term. If the Policy is cancelled by the Underwriters they will return premium on the usual short rate who has a first the most process of the most process. If the properties will return the Underwriters will return premium on the usual short rate will not have for the most process of the Policy is cancelled by the Underwriters they will return premium on a process of the most process of the most prediction.

the shown in the cancelled by the Underwriters or by the Assured upon fifteen days written or telegraphic notice.

The land Underwriters may rend notice to the Assured's last address known to them, or to the broker of record at the time to that is feeling year. At moon head time at the place of sending of the notice on the fifteenth day after such notice.

I allowed our maded, telegraphed or telexed, the Policy shall cease to be in effect. The Policy may also be cancelled as a continuous material decement of the Assured and the Underwriters.

It is also that the Wessel shall be confined to

• Charles and affect of the confined to the Atlantic Ocean, including the control of the act of the degrees. West Longitude nor north of 44 are the the land to be a made of 35 degrees. North Estitude, however, and the land that control of any temperate but and supplies.

- and therefore in that I they the Underwriters agree to indemnify the Assured for any sums them the Well in and have became fiable to pay, and shall have paid, in respect of any and the contractive contents of the Poncy but only in consequence of any of the matters set forth herewhich has the interest of the sessued is or includes interests other than the owner of the Vessel, and the final notice greater town if the Assured was the Owner entitled to all defenses and limita- Silver hipsomer is entiring.
 - and the property and and a surround percent and ser-
- and the state of the conjunter necessarily and reasonably meutred with respect to loss of life, bodily injury
 - and them in Family exprenses not to exceed \$1,000 per person.
 - the second to a penal of a crew member, excepting such as arise from the termination of any agreement in with these with its terms, or the sale of the vessel or other voluntary act of the Assured. Wages may be included state and stig entire when a statute requires payment of wage while awaiting, and during repatriation.
 - In Figure of any fixed or movable object or property, howsoever caused, excepting however, damage to another shows a ram property aboard it caused by collision with the Vessel.
 - Following with a mediental to, any attempted or actual removal or disposal of obstructions, wrecks or their seems that he have proven or otherwise pursuant to law, provide, however, that there shall be deducted from who want the transferse, the value of any salvage from the wreck inuring to the benefit of the Assured or any
 - The reserve of the analysis are being expenses reasonably incurred in avoiding or initigating same, for the violation of to be figure to false United States, or any State thereof, or of any foreign country, provided, however, that the than street half and be hable to indemnify the Assured against any such fines or penalties resulting directly or a in the first suggest, or default of the Assured or his managing officers or managing agents to exteresse the first of the first present a violation of any such laws.
 - The contraction of spense arrang from an outbreak of contagious disease, provided that the Vessel was not a line bly any nearting on behalf of the Assured to proceed to a port where such disease was known or supposed.
 - and the managed with the written consent of the Underwriters, or reasonably incurred prior to receipt of advices to the backer of the representation and defense of claims, valid or not, within the scope of the Policy.
- The staff and can all most solely for the purpose of putting in to land an injured or sick scaman or passenger, and the and a self-state Assured in respect of bunkers, insurance, stores and provisions as the result of the deviation.

- To Explosionation and thing to the contrary elsewhere herein the Underwriters will not indemnify the Assured in to a site form of the following matters.

 To be found that a standard mater contract or otherwise.

 - Lead to talk the peach on the Assured as punitive or exemplary damages, however described.
 - the Alex Installity for any loss of, damage to, or expense in respect of, eargo or other property (including baggage and per total effects of passengers, mail, and purcel post) carried, to be carried, or which had been carried on board the Versier, except, however, such liability imposed under the doctrine of cross liabilities for eargo on he and the Wesself for which there is no coverage under any other Policy held by the Assured.
- The care of thirt a character, or any loss of, damage to, or expense in respect of property owned, leased, chartered a care the Asserted
- Also live terms of conducted rade or performance of an unlawful act with knowledge of the Assured.
 - and subsect of the religious of any contract
- The reacted are will be or machanes of the Assured, its agents or others.
- . Maily received year, special charges, general everage, freight, detention, demurrage or loss of use, of the Vessel.
 - Are, installed for, or any last, chanage, or expense arising from or accruing by reason of the towage of any other and the state of their than emergency towage of a vessel in distress at sea to a port or place of safety, except, services the credit ten shall not apply to channe for loss of life, or bodily injury to, or illness of any person.
 - 1. Just 1919 to a sub-law damage or expense while engaged in, or resulting from, any commercial diving 1907 and the Westell, ewept, however, any liability incurred when the Vessel's crew is the control of the marginal of the Mersel which could not be deferred until commercial divers were available

and the state of t and actions real anxibility of a therwise, and whether the nucleur event be controlled or un-

- and the first less, damage, injury or expense caused by, resulting from or incurred by reason of anti-The second secon
 - that that historianism, confiscation, preemption, requisition or nationalthe control thereof or any attempt thereat, whether in time of peace or war and whether
 - The second of wor employing atomic or nuclear fission and/or fusion or other reaction or radioactive that it matter, or by any mine, bomb or torpedo;
 - solidates at warrists operations (whether there be a declaration of war or not), but the phrase, "hostilities and the perations (whether there be a declaration of war or not)", shall not exclude collision or contact the area of trockets or similar missiles or with any fixed or floating object, heavy weather, fire
 - the physical unless caused directly (independently of the nature of the voyage or service which the watercraft presented or in the case of a collision, any other vessel involved herein, is performing) by a hostile act by or admiss a belligerent power, for the purpose of the foregoing, power includes any authority maintaining solval, utilitary or our forces in association with a power. In addition to the foregoing exclusion, this inand not shall not cover any loss, damage or expense to which a warlike act or the use of military or naval and the contributing cause, whether or not the Assured's liability therefore is based on negligence or maintaine, and whether in time of peace or wor. The embarkation, carriage and disembarkation of troops, 197 alange, or material of war, or the placement of the watercraft in jeopardy as an act of measure of war 13/10 in the actual process of a military engagement, with or without the consent of the Assured, shall be tates at a war like act for the purposes of this Policy,
 - the sum of manages of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition and additional are expel arrive arising therefrom, or piracy, or from any loss, damage or expense caused by and a structure directly or indirectly from the act or acts of one or more persons, whether or not agents of a and them ower, carried out for political, ideological or terrorist purposes, and whether my loss, damage the processition therefrom is accidental or intentional.
- https://www.ct.co.vanda.hsm.strikes, lockouts, political or labor disturbances, civil commotions, riots, or that after their person or persons taking part in such occurrence or disorder.
- and the finish for any loss, damage, cost, expense, fine or penalty of any kind or nature whatsoever, whether 13.2.4.4. Followise, incurred by or innosed on the Assured, direct or indirectly, in consequence of, or with the less that the networker potential discharge, emission, spillage or leakage upon or into the seas, waters, land or the leakage upon or into the seas, waters, land or the leakage upon or into the seas, waters, land or the leakage upon or into the seas, waters, land or

GENERAL CONDITIONS

By Assured give prompt notice to the Underwriters of any casualty or occurrence who is man result in a claim under this Policy

DOTEST AND A PROCESS.

control (LLD 3), legal process and pleadings relating to any easualty or occurrence which may result in a claim under da Dile

PERFECTABLE FULLAMS

- 1. It is a can take at the Policy that the Assured shall not make any admission of nor agree to assume any laibility sertion regions or offer any casualty or occurrence which may result in a claim under this Policy.
- In the according and this Policy that the Assured shall take such steps to minimize and avoid liability, before and after and can make the countrates, as would be taken by a prudent uninsured person.
 - To find Table writers shall have the option of naming the attorneys who shall represent the Assured in the proseour wordermore than litigation or negotiations between the Assured and the third parties concerning any claim a very little years, and in any event, the Underwriters shall direct the progress of such litigation of nego-
 - 1 (11) 2. Good stankfash or refuse, to settle any claim authorized by the Underwriters, the liability of the Underwhich it will a limite ito the amount for which settlement could have been made plus legal fees and disbursements at one fits the amount of any deductible provided them thing there if therefor any amount is recovered against the Assured in excess of the amount of any settlement with vives by the Underwriters (less the deductible), such excess amount, plus any additional legal fees and the instruments, shall be rolely for account of the Assured.

1 and 1999, 120, 120. states in the detense of any claim or suit in the appeal from any judgement in respect of any casualty or occurrence

1 County of more made under this Policy, to the extent of such payment, and the Assured shall, upon the county for the county and shall deliver such instruments and papers as the Underwriters shall require and the second constant to secure such rights. In the event of any agreement or act, past or future, by the The control of sections are rights. In the event of any agreement or act, past or future, by the line of the line of the Assured against any person or entity is released or lost to which the line of the line of the lost would be entitled to subrogation, but for such agreement or act, the Underwriters of the line of the Policy to the extent that their rights of subrogation have been impaired. 2000 Like Other Underwriters to retain or collect any premium paid or due hereunder shall

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and the Second of the Level DMM000003-01 of the North American Specialty Ins. Co.

 Marri & Josephine Corp. (2008) Western Avenue. (Honesster, MA, 01930) FOUNDARY & JOSEPHINE

The Control of the Sea the habitage of the assured for Protection and Indepenty lends excluded from Marine Protection and Indemnity Fabruary Control of the Control of the Control of the Following or a substantially similiar Fig. & S. Charset

The color of the residue restance outsided in this policy, no liability attackes to the company, threefly or indirectly, for or in respect of any and a set of a gradual variable of the vessel by requisition or otherwise, civil war, revolution, rebellion, or insurrection, a set of any other transaction of any taking of the vessel by requisition or otherwise, civil war, revolution, rebellion, or insurrection, a set of any attempt thereof or of any attempt thereof or standard in the consequence of the missiles or engines of wir, whether of enemies the process of a missile or other insuries or engines of wir, whether of enemies the consequence of variables and the actual process of a military section of a missile of the consequence of placing the vessel in jeopardy as an action measure of war taken in the actual process of a military section of a missile of the consequence of placing the vessel in jeopardy as an action measure of war taken in the actual process of a military section of a missile of the consequence of placing the vessel in jeopardy as an action measure of such engagement; and any such loss, damage a section of the consequence of the consequen

Here is a more more and inhelity of the commediancing out of strikes, riots and civil commotions and for contractual repairmation expenses of my many that shows a total of perils excluded by the aforesaid F.C.&S. Clause.

The Manager than before the executive came percentage interest under these clauses as accepted under the Hull War Risks and Strikes Charles.

The state of a 1% 1% leaving an infinite echanics in respect of my one needent or series of needents mising out of the same casualty and recursive to the state of Heremater.

- Unit of a which the Under virteach in all he highly under these clauses shall not be subject to any deduction.

The Advance of States of the Advance of the Advance of the Advance of the Same time as the managed afforded by the Hail Wor Risks and States of the Advance of the Advance of Same Clauses.

The state of the process of Clause F, an event of loss or shipwreck of the vessel from any couse prior to the natural expany time or automatic terms at a salidate policy, this measures shall continue to cover the liability of the assured to the crew of the insured vessel, subject to its terms in a couldness of an additional promition if so required by Underwriters, until the crew shall be either discharged or landed at at port or place to the first switch or charter made to bring them.

A 15-0 of the fire and 3 that regroup provisions all liabilities covered by the Second Semman's form of policy are excluded from this misurance.

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Signed Signed

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[2] P. Martin, Phys. Lett. B 50, 127 (1997).

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Court American Specialty hy, Co.



NORTH AMERICAN SPECIALTY INSURANCE COMPANY MANCHESTER, NH

THE REPORT OF ANGES THE POLICY, PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

The endingement has the singulance provided under the following:

7. The full using definition is added with respect to the preparation. If this endorsement:

Continued act of terrorism" means an act that is senited by the Cecretary of the Treasury, in concern, now with the Cecretary of State and the Attenney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk magnance. Act of 2002. The criteria contained in that Act for a "certified act of terrorism" include the tellowing:

- The act resulted in aggregate losses in excess of \$5 million; and
- 2. The act is a violent act or an act that is dangerous to human his, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or exegn interest, as part of an effort to coerce the crystan population or the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



COVER NOTE

POLICY NUMBER, 991423

THE ACCORDING ENTRY YOUR INSTRUCTIONS WE HAVE REPORTED AS UNITED AS FOLLOWS:

All CPPH Main & Forpiline Corp. 27 (Western Avenue Globerter, MA 01930)

MindSHI (S) - E.V. Marvice Josephine

PERIOD 12" August 2003 to 13th August 2004

ExtEPTIST (Fig.) selection and Indomnity including Extension (III) is not beween and Crew Ladvillities.

TUNE DISCREED: \$750,000 excess of \$250,000 each vessel

PASURED WITH Theyds of London

CONDITIONAL Afficence, clauses and conditions as per primary Policy(iea).
Institute Service of Suite Clause (U.S.A.) CL355.
Cancellation Notice Clause (850ROP00182)
Additional Terms and Conditions.
Crew of 3-4 excluding Owner(s).
Excluding Terrorism

PERMIT NEW 13

Case 1:04-cv-10374-WGY

Document 27-5 Filed 02/08/2006

ENDORSEMENT #1

Dat

Page 29 of 31

AUG 12 03

Clarge Address of Broker Lincoln (Lincoln) Ed Lincoln (Lincoln) Ed Lincoln (Lincoln) Educate ACEVEY	Name and Address of Insured Mary & Josephine Corp. 279 Western Avenue Gloucester (1A, c1 (30))			
Torre, of Insurance Company	Policy Number	DMM0000003-01		
To the mercular directally was do.	Policy Period	(Effective) AUG 13 03	(Expiration) AUG 13 04	
Effective Date and Time of Change 45'S 40'93	New Premiun	n (If changed)		

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

The statuse chall be paramount and shall override anything contained in this insurance inconsistent therewith,

- is no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or origing from:
 - Fig. Joniang radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such sotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

103564

MOTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EVOUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

I have case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 1.1 any chemical, biological, bio-chemical or electromagnetic weapon
- 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or any other electronic system.

150 500 5



(Authorized Signature)

ENDORSEMENT # 2

Date

41312.3

The state of the s	Marine and Address of Insured Marine accessored for The Decimal Genue	
Claric of the property Company The company of the	Princy (Impher - 2NW/1004703-61 Princy Princid (Effective) (Expiration) AUG 13 63 AUG 10 64	
Thecave Date and Time of Change	Hew Premium (II changed)	

POLLUTION EXOLUSION ENDOPSEMENT

Inconsideration of the promium charged, it is understood and agreed that any loss, damage, hability or expense caused by recalling the report of incorred in consequence of the discharge, apillage, emission, or leakage of oil, petroleum products, chemicals or other substances of any kind or description whatsoever and including the destruction of vessels or property along out of any action taken to avoid, minimize or remove such discharge, spillage, emission, or leakage which might otherwise be recoverable hereunder is hereby excluded from coverage under this policy.



La Jus Detro

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Endorsement Number 3

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
DMM0000003-01	08/13/03	North American Specialty Ins. Co.
NAMED INSURED		AUTHORIZED REPRESENTATIVE
Mary & Josephine Inc. F/V Mary & Josephine		Ocean Marine Insurance Agency, Inc.
COVERAGE PARTS AFFECTE	D	
Section I & II		
	CHANGES	

CHANGES

It is hereby understood and agreed in consideration of a return premium of \$3,117 that the F/V Mary & Josephine is covered for Port Risk only-no fishing effective August 13, 2003 to December 21, 2003.

Authorized Representative Signature

ISSUED 2/16/04